



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Ramadan et al.
Serial No. : 09/838,862 Examiner : Rahl, Jerry T.
Filed : April 20, 2001 Group Art Unit: 2874
For : COUPLER MULTIPLEXER PERMUTATION SWITCH

PETITION TO ACCEPT SIGNATURE OF JOINT INVENTORS
ON BEHALF OF NON-SIGNING INVENTOR UNDER
37 C.F.R. § 1.183 AND STATEMENT UNDER 37 C.F.R. § 1.47

I hereby certify that this paper is being deposited with the
United States Postal Service as first class mail in an envelope addressed
to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-
1450

September 11, 2006
Date of Deposit

Eric J. Faragi
Attorney Name

51,259
PTO Registration No.

Eric J. Faragi
Signature

September 11, 2006
Date of Signature

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This paper is filed concurrently with Applicant's Response to the Office Action dated March 9, 2006. The Examiner has required a substitute oath or declaration. Enclosed herewith is a declaration executed by two of the three joint inventors. M.P.E.P. §§ 409.03(a) provides "an oath or declaration signed by all the available joint inventors with the signature block of the nonsigning inventor(s) left blank may be treated as having been signed by all the available joint inventors on behalf of the nonsigning inventor(s)" In accordance with M.P.E.P. § 603 and M.P.E.P. §§ 409.03(a) and (d)(I), Applicant respectfully petitions the Commissioner under 37

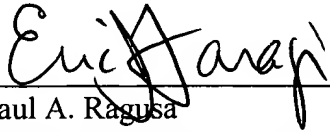
C.F.R. § 1.183 to treat the blank signature block of non-signing inventor Mr. Ramadan as having been signed by the available joint inventors Mr. Osgood and Mr. Scarmozzino on behalf of non-signing inventor Mr. Ramadan, who cannot be reached. Applicant relies on the accompanying Declaration of Kristina Levites, a patent paralegal in the Office of the General Counsel at Columbia University, for factual support as required by 37 C.F.R. § 1.47 to establish that a diligent effort was made.

Accordingly, Applicant submits that a diligent effort has been made and hereby petitions the Commissioner to treat the blank signature block of non-signing inventor Mr. Ramadan as having been signed by the available joint inventors on behalf of non-signing inventor Mr. Ramadan.

In view of the foregoing, the application is now believed to be in condition for formal allowance. Prompt and favorable action is respectfully requested. The Commissioner is hereby authorized to charge the petition fee to Deposit Account 02-4377. Applicant does not believe that any additional fee is required in connection with the submission of this document. However, should any additional fee be required, or if any overpayment has been made, the Commissioner is hereby authorized to charge any fees, or credit or any overpayments made, to Deposit Account 02-4377.

Respectfully submitted,
BAKER BOTTS L.L.P.

By:


Paul A. Ragusa
Patent Office Reg. No. 38,587

Eric J. Faragi
Patent Office Reg. No. 51,259

30 Rockefeller Plaza

New York, NY 10012-4498
Attorneys for Applicant

212-408-2500



Attorney Docket No. 070050.1370
Serial No. 09/838,862

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Ramadan et al.
Serial No. : 09/838,862 Examiner : Rahll, Jerry T.
Filed : April 20, 2001 Group Art Unit: 2874
For : COUPLER MULTIPLEXER PERMUTATION SWITCH

DECLARATION IN SUPPORT OF PETITION UNDER
37 C.F.R. § 1.183 AND STATEMENT UNDER 37 C.F.R. § 1.47

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, KRISTINA LEVITES, hereby declare as follows:

1. I am a patent paralegal in the Office of the General Counsel of Columbia University.
2. Based on the records of Columbia University, inventor Mr. Ramadan's last known address is 12 Nakhla El-Moteii St. Apt. 4, Heliopolis, Cairo, Egypt.
3. On June 20, 2006, I sent via Federal Express a declaration for inventor Mr. Ramadan to sign at his last known address in Egypt. Attached herewith as Exhibit A is a true and accurate copy of the shipping label as well as a receipt from Federal Express showing that the package was returned to sender.
4. On August 23, 2006, I sent via Federal Express a declaration for inventor Mr. Ramadan to sign at his last known address in Egypt. Attached herewith as Exhibit B is a true and accurate copy of the shipping label as well as a receipt from Federal Express showing "Customer not available or business closed" on August 26, 27, and 28. On September 5, 2006, I

Attorney Docket No. 070050.1370
Serial No. 09/838,862

was informed by a representative of Federal Express in a telephone conference that the package sent to Mr. Ramadan in Cairo, Egypt (Tracking No. 791097017366) would be returned to Columbia University at our expense as being undeliverable.

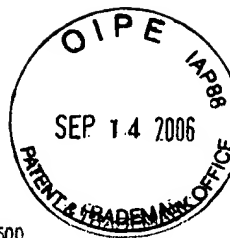
5. The signing joint inventors Mr. Osgood and Mr. Scarmozzino have indicated they are unaware of Mr. Ramadan's current whereabouts.

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Respectfully submitted,

 9/11/06
Kristina Levites

EXHIBIT A



From: Origin ID: CTOA (212) 854-0285
 Kristina Levites
 Office of the General Counsel
 Columbia University
 535 W 116th St, MC 4308
 New York, NY 10027
 UNITED STATES



Ship Date: 20JUN06
 ActWgt: .5 LB
 System#: 2372071/INET2500
 Account#: S *****

ToWgt: .5 LB

REF:
 DESC-1: Legal documents
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 2.00 USD
 T/C: S 103897327 D/T: R
 SIGN: Kristina Levites
 EIN/VAT:

SHIP TO: 2128540285 BILL SENDER

Tarek A. Ramadan

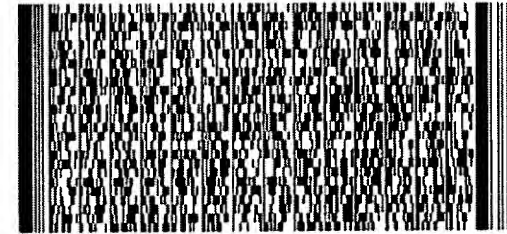
12 Nakhla El Moteii, Apt 4
 Heliopolis

Cairo,
 EG

IP ENVELOPE

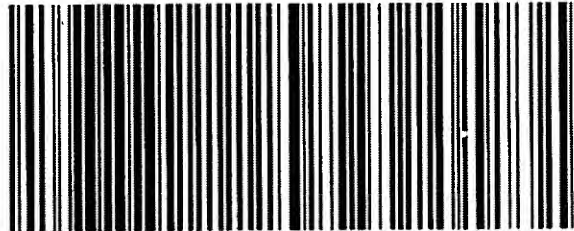
TRK# 7910 2335 0052 FORM 0430

-EG



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2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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For example in the U.S. liability is limited to \$9.07 per pound (205 per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE: Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. 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SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges, if the recipient accepts the shipment without noting any damage on the delivery receipt. FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.


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Track Shipments

Detailed Results

Print

Tracking number 791023350052
Ship date Jun 20, 2006
Destination CAIRO EG
Service type Priority Envelope
Weight 0.5 lbs.
Status Delivery exception

Date/Time	Activity	Location	Details
Jul 5, 2006 2:53 PM	Package returned to shipper	CAIRO EG	Return tracking number: 857805824276
	12:19 PM At local FedEx facility	CAIRO EG	
Jul 4, 2006 6:48 PM	At local FedEx facility	CAIRO EG	
Jul 2, 2006 9:15 AM	At local FedEx facility	CAIRO EG	
Jul 1, 2006 12:11 PM	At local FedEx facility	CAIRO EG	
Jun 29, 2006 3:59 PM	At local FedEx facility	CAIRO EG	
Jun 28, 2006 10:12 AM	At local FedEx facility	CAIRO EG	
Jun 27, 2006 10:44 AM	At local FedEx facility	CAIRO EG	
Jun 26, 2006 10:18 AM	At local FedEx facility	CAIRO EG	
Jun 24, 2006 5:13 PM	Delivery exception	CAIRO EG	Incorrect address
	8:30 AM On FedEx vehicle for delivery	CAIRO EG	
Jun 23, 2006 11:03 AM	Delivery exception	CAIRO EG	Holiday - Business closed
	11:03 AM At local FedEx facility	CAIRO EG	
	11:00 AM Int'l shipment release	CAIRO EG	
	3:56 AM Int'l shipment release	CAIRO EG	
	12:58 AM In transit	CAIRO EG	Package available for clearance
Jun 22, 2006 9:06 AM	At dest sort facility	POYLE GB	
Jun 21, 2006 9:46 PM	In transit	POYLE GB	Package available for clearance
	6:08 AM Departed FedEx location	NEWARK, NJ	
	1:34 AM Departed FedEx location	NEWARK, NJ	
Jun 20, 2006 11:51 PM	Left origin	NEW YORK, NY	
	6:06 PM Picked up	NEW YORK, NY	
	10:01 AM Package data transmitted to FedEx		

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Subscribe to tracking updates (optional)

 Your Name:

 Your Email Address:

Email address	Language	Exception updates	Delivery updates
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

	English		
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Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

Not available for Wireless or non-English characters.

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EXHIBIT B



From: Origin ID: CTOA (212) 854-0285
 Kristina Levites
 Office of the General Counsel
 Columbia University
 535 W 116th St, MC 4308
 New York, NY 10027
 UNITED STATES



Ship Date: 23AUG06
 ActWgt: 5 LB
 System#: 2372071/INET2500
 Account#: S *****

TotWgt: 5 LB

SHIP TO: 2128540285 BILL SENDER
 Tarek A. Ramadan

12 Nakhla El Moteii, Apt 4
 Heliopolis

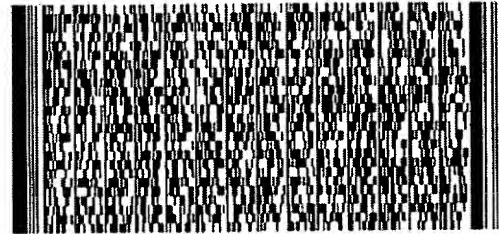
Cairo,
 EG

REF:
 DESC-1: Legal documents
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 2.00 USD
 T/C: S 103897327 D/T: R
 SIGN: Kristina Levites
 EIN/VAT:

IP ENVELOPE

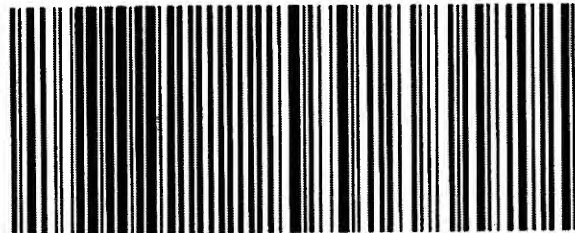
TRK# 7910 9701 7366 FORM 0430

- EG



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2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping receipts, and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2006 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.


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Track Shipments Detailed Results

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Tracking number	791097017366	Destination	CAIRO EG
Ship date	Aug 23, 2006	Service type	Priority Envelope
Status	At FedEx destination		
		Weight	0.5 lbs.

Date/Time	Activity	Location	Details
Sep 7, 2006 9:46 PM	At local FedEx facility	CAIRO EG	
Sep 6, 2006 10:03 AM	At local FedEx facility	CAIRO EG	
Sep 5, 2006 9:21 PM	At local FedEx facility	CAIRO EG	
Sep 4, 2006 10:09 AM	At local FedEx facility	CAIRO EG	
Sep 3, 2006 12:01 PM	At local FedEx facility	CAIRO EG	
Sep 2, 2006 11:09 AM	At local FedEx facility	CAIRO EG	
Aug 31, 2006 12:01 AM	At local FedEx facility	CAIRO EG	
Aug 30, 2006 11:17 AM	At local FedEx facility	CAIRO EG	
Aug 29, 2006 8:44 PM	At local FedEx facility	CAIRO EG	
Aug 28, 2006 9:11 PM	At local FedEx facility	CAIRO EG	
	9:25 AM Delivery exception	CAIRO EG	Customer not available or business closed
	7:56 AM On FedEx vehicle for delivery	CAIRO EG	
Aug 27, 2006 8:55 PM	At local FedEx facility	CAIRO EG	
	12:00 PM Delivery exception	CAIRO EG	Customer not available or business closed
	8:11 AM On FedEx vehicle for delivery	CAIRO EG	
Aug 26, 2006 9:40 PM	At local FedEx facility	CAIRO EG	
	12:00 PM Delivery exception	CAIRO EG	Customer not available or business closed
	8:25 AM On FedEx vehicle for delivery	CAIRO EG	
	7:43 AM Int'l shipment release	CAIRO EG	
	3:04 AM Int'l shipment release	CAIRO EG	
	2:41 AM In transit	CAIRO EG	Package available for clearance
Aug 25, 2006 10:16 AM	At dest sort facility	POYLE GB	
Aug 24, 2006 9:40 PM	In transit	POYLE GB	Package available for clearance
	2:27 AM Departed FedEx location	NEWARK, NJ	
	12:30 AM Arrived at FedEx location	NEWARK, NJ	
Aug 23, 2006 11:53 PM	Left origin	NEW YORK, NY	
	8:36 PM Picked up	NEW YORK, NY	
	3:55 PM Package data transmitted to FedEx		

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Add a message to this email.



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